



# Client Services Agreement

TTM Labs PTY LTD • ABN: 66 662 501 055 • Version 1.0 • March 2026 •  
Governing Law: Western Australia, Australia

## PARTIES

### SERVICE PROVIDER

#### TTM Labs PTY LTD

ABN: 66 662 501 055  
Perth, Western Australia, Australia  
info@ttmlabs.ai

### CLIENT

#### [Client Name]

[Business Name / ABN]  
[City, State, Country]  
[Client Email]

This Client Services Agreement ("Agreement") is entered into between TTM Labs PTY LTD ("TTM Labs", "we", "us") and the Client identified above. By accepting these terms — electronically or otherwise — you agree to be legally bound by this Agreement.

## 1. SERVICES

TTM Labs will provide AI agent services as described in your order, including deployment, operation, maintenance and ongoing support of a dedicated agentic AI employee ("AI Agent"). Services include but are not limited to:

- Deployment and configuration of a dedicated AI Agent tailored to your business
- Autonomous task execution — email management, research, scheduling, content drafting, and other assigned workflows
- Integration with third-party platforms including Telegram, Google Workspace, and others as agreed

- Ongoing maintenance, model updates, and performance improvements
- Access to the TTM Labs client dashboard at [ttmlabs.ai/dashboard](https://ttmlabs.ai/dashboard)

TTM Labs will use commercially reasonable efforts to maintain AI Agent availability. Scheduled maintenance windows and events outside TTM Labs' reasonable control are excluded from any availability commitment.

## 2. FEES AND PAYMENT

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**Billing Rate: A\$12.00 per million tokens, on a prepaid credit basis.**

Services are billed on a credit-based model. You pre-load a credit balance which is drawn down as your AI Agent processes requests. Credits are non-refundable once purchased except where required by Australian Consumer Law.

- **Prepaid credits:** Purchased in advance via Stripe. Credits never expire and carry forward indefinitely.
- **Usage:** Credits are consumed at A\$12.00 per million tokens processed by the AI Agent.
- **Low balance alerts:** Your AI Agent will notify you when your balance is running low. Topping up takes under one minute via your dashboard.
- **Price changes:** TTM Labs will provide at least 30 days written notice of any change to the per-token billing rate.
- **Taxes:** Prices are exclusive of GST where applicable. GST will be added to invoices as required under Australian law.

## 3. TERM AND TERMINATION

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This Agreement commences on the date of account activation and continues until terminated in accordance with these terms.

- **Termination by Client:** Either party may terminate this Agreement on 30 days' written notice to the other party.
- **Termination for breach:** Either party may terminate immediately on written notice if the other party commits a

material breach that remains uncured for 14 days after written notice of the breach.

- **Termination for insolvency:** Either party may terminate immediately if the other becomes insolvent, enters administration, or ceases to carry on business.
- **Suspension for zero balance:** TTM Labs may suspend services if your credit balance reaches zero. Services resume upon credit top-up.

On termination, your right to use the Service ceases immediately. Unused prepaid credits are non-refundable on voluntary termination. Data will be handled in accordance with the TTM Labs Privacy Policy.

## 4. DATA AND PRIVACY

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Both parties will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

- **Client data:** Your data is stored securely and is not shared with third parties except as required to deliver the Service (e.g., AI model providers) or as required by law.
- **AI model providers:** The AI Agent relies on third-party AI model APIs (including Google Gemini and Anthropic). Data processed by those APIs is subject to the relevant provider's privacy terms. TTM Labs recommends avoiding submission of sensitive personal information unless strictly necessary.
- **Your responsibility:** You are responsible for ensuring you have a lawful basis for providing any personal information relating to third parties to TTM Labs.
- **Data security:** TTM Labs implements reasonable technical and organisational measures to protect your data, including encryption in transit and at rest, access controls, and regular security monitoring.

## 5. INTELLECTUAL PROPERTY

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All intellectual property in the TTM Labs platform, AI Agent infrastructure, model weights, runtime architecture, and all improvements remain the exclusive property of TTM Labs PTY LTD. Nothing in this Agreement

transfers ownership of the platform or any component thereof to the Client.

You retain full ownership of your data and the outputs generated by the AI Agent for your internal business use. You must not decompile, reverse engineer, or attempt to replicate any component of the platform.

## 6. LIMITATION OF LIABILITY

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**TTM Labs' total aggregate liability under this Agreement is limited to the total value of credits held in your account at the time of the relevant claim.**

To the maximum extent permitted by Australian law, TTM Labs is not liable for:

- Indirect, consequential, incidental, or punitive damages
- Loss of profits, revenue, business opportunity, or goodwill
- Damages arising from your failure to review AI Agent outputs before acting on them
- Actions or outputs of the AI Agent that were not authorised by you

AI-generated outputs may contain errors. You are responsible for reviewing all Agent outputs before relying on or sharing them. Nothing in this Agreement excludes rights under the Australian Consumer Law that cannot lawfully be excluded.

## 7. CONFIDENTIALITY

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Each party will keep the other's confidential information strictly confidential and will only use it to perform or receive services under this Agreement. The architecture, specifications, and operational details of the TTM Labs platform are TTM Labs' confidential information. Confidentiality obligations survive termination of this Agreement for three (3) years.

## 8. ACCEPTABLE USE

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You must not use the Service to engage in any activity that is unlawful, harmful, deceptive, or in breach of any applicable Australian law or

regulation, including the Spam Act 2003 (Cth), Privacy Act 1988 (Cth), and Corporations Act 2001 (Cth). Violation of this clause may result in immediate suspension or termination without refund.

## 9. GOVERNING LAW

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This Agreement is governed by and construed in accordance with the laws of Western Australia, Australia. Each party submits to the exclusive jurisdiction of the courts of Western Australia for the resolution of any dispute arising out of or in connection with this Agreement.

Before initiating any formal legal proceedings, the parties agree to attempt to resolve any dispute informally in good faith. Contact: info@ttmlabs.ai.

## 10. GENERAL PROVISIONS

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**Entire Agreement:** This Agreement, together with the TTM Labs Privacy Policy and Terms of Service available at [ttmlabs.ai/terms](https://ttmlabs.ai/terms), constitutes the entire agreement between the parties regarding the Service.

**Severability:** If any provision is found invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full force.

**Waiver:** Failure to enforce any provision does not constitute a waiver.

**Assignment:** The Client may not assign this Agreement without TTM Labs' prior written consent. TTM Labs may assign this Agreement freely.

**Notices:** All notices must be sent to info@ttmlabs.ai (TTM Labs) or the email address associated with your account (Client).

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## AGREED AND ACCEPTED

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By signing below (or by electronic acceptance during the signup process), both parties agree to be bound by this Client Services Agreement as of the date of account activation.

**TTM LABS PTY LTD**

**CLIENT**

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Authorised Signatory • TTM Labs PTY  
LTD

ABN: 66 662 501 055

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Full Name • Title

Date: \_\_\_\_\_

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info@ttmlabs.ai • ttmlabs.ai